

Requisition # C-428600
Project: Holiday Flagging

INTENTION TO RESPOND
No Fax Cover Sheet Is Required

FAX BACK: 208 334-8824

Your assistance is requested.

To: Idaho Transportation Department
Purchasing Section
PO Box 7129
Boise, Idaho 83707-1129

BID CLOSING ON: 4/19/05 @ 5:00 P.M.

BID OPENS ON: 4/20/05 @ 10:30 A.M.

Please check all that apply

_____ Company intends to prepare and submit a proposal to the requisition listed above.

_____ Company does not plan to respond.

_____ Company plans to attend Bid Opening.

_____ Other Message/Comments: _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact Person _____
(Please Print)

Phone # _____ Fax # _____

IDAHO DEPARTMENT OF TRANSPORTATION

SIGNATURE PAGE

Idaho Transportation Department
Purchasing Section
3311 West State Street
Boise, Idaho 83703

Date: April 4, 2005

REQUISITION #: C-428600

ALL SEALED BIDS MUST BE RECEIVED BY 5:00 PM ON APRIL 19, 2005. SEALED BIDS WILL BE OPENED AT 10:30 AM ON APRIL 20, 2005 at the Idaho Transportation Department, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for **Holiday Flagging for Memorial Day, Independence Day, and Labor Day. Flagging operations are on SH-55 and Banks/Lowman Road.**

The State contractors License Board shall license bidders in the State of Idaho
Public Works Contractors License # _____

Contact Mark Little, Purchasing Agent at (208) 334-8822 for Bid Requirements and Clarification.
FOR BID RESULTS, PLAN HOLDERS LIST VISIT: <http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #: C-428600
Bid Open Date: 4/20/05
Item Bidding: Holiday Flagging

Mailing Address

Idaho Transportation Department
Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contractors Signature/Authorized Signature: _____

Printed Signature

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS.

INVITATION TO BID

ALL sealed Bids must be received by **5:00 P.M.**, on **April 19, 2005**. **ALL** Sealed Bids will be opened at **10:30 A.M.**, on **April 20, 2005** at the Idaho Transportation Department, Purchasing Section located at 3311 West State Street, Boise, Idaho. Bidders and other interested parties are invited to be present at the bid opening. This is to furnish all materials, equipment and labor for **Holiday Flagging for Memorial Day, Independence Day, and Labor Day. Flagging operations are on SH-55 and Banks/Lowman Road.**

PUBLIC WORKS LICENSE REQUIRED

No bid will be considered unless accompanied by an acceptable guaranty in an amount not less than five percent (5%) of the total amount of the bid. This guaranty must be in the form of a certified check or a cashier's check drawn on an Idaho bank, made payable to the Idaho Transportation Department, or a bidder's bond. Surety will be forfeited in the event of failure to sign the contract.

The Idaho Transportation Department reserves the right to reject all bids or to accept the bid deemed best for the State of Idaho.

Dated this 30th day of March

MARK LITTLE, PURCHASING AGENT
IDAHO TRANSPORTATION DEPARTMENT

Copies of **Bid Packets, Bid Results and Plan Holders List**, may be obtained by visiting our web site at: <http://itd.idaho.gov/business/business.htm> or by contacting your local Plan Room.

PUBLISH: 4/4/05-4/8/05

REVISED 1/05

BIDDERS RESPONSIBILITY PAGE

PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1.) **EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717**
 - Affidavit of Alcohol and Drug Free Workplace Program
- 2.) **“Signature Page”**
 - Public Works License Number must be inserted
 - Page must be signed with an original signature
- 3.) **Bid Response**
 - Individual, Partnership, or Corporation
 - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4.) Bidder must complete Bid Schedule
- 5.) Bidder must complete Domicile Form
- 6.) Subcontractor form SC-1
- 7.) A 5% Bidders Bond or Cashier's Check
- 8.) **All Addenda** Must be Signed and returned with your Bid Documents.
It is the Bidder's responsibility to verify if an addendum was issued.
- 9.) **ALL BIDS** must be submitted in a sealed enveloped, with the Requisition Number, Bid Open Date, and Project Name, clearly marked on the outside of the envelope.
- 10.) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 11.) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332 8968. <http://www2.idaho.gov/dbs>

DOMICILE

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1) Corporation: Domiciled where chartered.
- 2) Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3) Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: _____

STATE OF DOMICILE: _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

The undersigned being duly sworn upon oath, deposes and says that

_____ complies with the provisions of Section 72-1717 Idaho
(Contractor Name)

Code (Drug Free Workplace program); that _____ provides a
(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, title 72,

chapter 17 and will maintain such program throughout the life of a state construction

contract and that _____ shall subcontract work only to
(Contractor Name)

subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

Name of Contractor

Address

City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

Commission expires:

NOTARY PUBLIC, residing at

TERMS AND CONDITIONS

Automobile Liability Including Pollution Coverage

Contractor shall obtain, at Contractor's expense and keep in effect during the term of this contract, Automobile Liability Insurance that includes pollution coverage with a combined single limit of no less than \$1,000,000. Such policy shall insure against bodily injury, property damage, and environmental damage arising out of the use by or on behalf of the contractor, its agents, and employees or owned, non-owned, or hired vehicles. Contractor will ensure the Department, its agents, officials, employees, and the state of Idaho shall be named as additional insureds and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees, and the state of Idaho shall be excess and not contributory insurance to that provided by the Contractor.

Commercial General Liability

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; contractual liability coverage for the indemnity provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$4,000,000, when applicable and will be endorsed to apply separately to each job site or location. Contractor will ensure the Department, its agents, officials, employees, and the state of Idaho shall be named as additional insureds and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees, and the state of Idaho shall be excess and not contributory insurance to that provided by the Contractor.

SAVE HARMLESS

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, Worker's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement. The Contractor will maintain Worker's Compensation Insurance and will provide certificate of same if requested by the Department. Failure to provide a Certificate of Worker's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary Worker's compensation insurance. The Department will not assume liability as an employer.

The Contractor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent contractor. The Department is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the Contractor. The Contractor is not an officer, employee, or agent of the Department as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by the Department to employees.

SPECIAL PROVISIONS

IDAHO PROJECT NO: C-428600

FY05-HOLIDAY FLAGGING
SH-55 and Banks/Lowman Road

Boise County

The following Special Provisions and all Addenda issued, supplement or modify the 2004 ITD Standard Specifications for Highway Construction, September 2004 Supplemental Specification and SP-SA Special Provisions-State Aid. This is not a federally funded project.

COMPLETION TIME AND LIQUIDATED DAMAGES

This Section is non-applicable to the contract.

CONTRACTOR NOTES

TERM

The term of this contract will be for one (1) year, with the option to renew up to two (2) one (1) year terms, when agreed to by both the Contractor and Idaho Transportation Department (ITD). The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of ITD.

DESCRIPTION

The work shall include furnishing all labor, equipment, and materials required for Memorial Day, Independence Day and Labor Day flagging operations.

CONTRACT MANAGER

For contract information contact Scott T. Gurnsey, P. E., Region 4 Engineer, at Phone number (208) 334-8350.

PRE-CONSTRUCTION CONFERENCE

After the contract has been awarded and before any work commences, the contractor shall meet with Scott T. Gurnsey, P.E., Region 4 Engineer, 10 days before the work commences to discuss the contract term and work performance requirements.

EMPLOYMENT AGENCY

The designated employment agency is the Idaho Department of Labor at the following location: 219 Main St., Boise, Id 83735-0030

TRAFFIC CONTROL AND SAFETY

The inserted Traffic Control Plan shall be the minimum traffic control required for Holiday Weekend operation on SH 55 and Banks/Lowman Road. If the included Traffic Control Plan does not meet the contractor's mode of operation, the contractor shall be required to submit a new Traffic Control Plan to the Engineer for approval prior to or at the preconstruction conference.

Authorized hours of flagging for Holidays shall be 10:00 A.M. to 7:00 P.M. or as directed by the Engineer.

Authorized hours of Flagging shall be recorded and agreed to by both the contractor and State daily and recorded on State supplied forms.

Traffic shall be maintained through the work area and protected in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Contract item 626-010A RENT CONST SIGN CL B will be paid for each separate holiday setup.

TRAFFIC RIGHT OF WAY

The flaggers shall control the intersection from 10:00 A.M. to 7:00 P.M. or as directed. The right of way shall process as follows: Traffic on SH 55 shall be stopped and waiting traffic on Banks/Lowman road or Dry Buck road shall be allowed to enter SH 55 until cleared or for a maximum of 10 minutes. When Banks/Lowman road traffic is stopped, any traffic waiting to exit Dry Buck road shall be cleared. Then SH 55 traffic shall proceed for up to 30 minutes, when it will be stopped again and the Banks/Lowman road traffic shall be cleared or until 10 minutes.

AUTOMOBILE LIABILITY INCLUDING POLLUTION COVERAGE

Contractor shall obtain, at Contractor's expense and keep in effect during the term of this contract, Automobile Liability Insurance that includes pollution coverage with a combined single limit of no less than \$1,000,000. Such policy shall insure against bodily injury, property damage, and environmental damage arising out of the use by or on behalf of the contractor, its agents, and employees or owned, non-owned, or hired vehicles.

Contractor will ensure the Department, its agents, officials, employees, and the state of Idaho shall be named as additional insureds and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees, and the state of Idaho shall be excess and not contributory insurance to that provided by the Contractor.

COMMERCIAL GENERAL LIABILITY

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; contractual liability coverage for the indemnity

provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$4,000,000, when applicable and will be endorsed to apply separately to each job site or location. Contractor will ensure the Department, its agents, officials, employees, and the state of Idaho shall be named as additional insureds and shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees, and the state of Idaho shall be excess and not contributory insurance to that provided by the Contractor.

SAVE HARMLESS

The Contractor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, Worker's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement. The Contractor will maintain Worker's Compensation Insurance and will provide certificate of same if requested by the Department. Failure to provide a Certificate of Worker's Compensation Insurance may result in a price adjustment to cover any cost to the Department of providing the necessary worker's compensation insurance. The Department will not assume liability as an employer.

The Contractor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent contractor. The Department is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the Contractor. The Contractor is not an officer, employee, or agent of the Department as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by the Department to employees.

ITD STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION

The ITD Standard Specifications for Highway Construction is available at ITD Roadway Design Section (208) 334-8430, 3311 W. State St., Boise, ID for a cost of \$30.00 plus tax. This publication can be viewed and downloaded at: <http://itd.idaho.gov/business/business.htm>

ON PAGE 16, SUBSECTION 104.02-VARIATION IN QUANTITIES

Add the following after the first paragraph:

On this project, no adjustment in contract price shall be allowed for increases or decreases in quantity of a contract of item of work.

ON PAGE 30, SUBSECTION 105.05-ADMINISTRATIVE COOPERATION

Add the following:

The Superintendent shall be on site at all times during the set up of traffic control, during the flagging operation and during the removal of the traffic control devices. The cost of the Superintendent shall be incidental to contract item 630-005A Flagging.

IDAHO TRANSPORTATION DEPARTMENT

BID SCHEDULE

Each Bid item shall be filled in completely by the **Contractor** in the bid schedule, by indicating total dollars and cents under Unit Price and Amount Bid. All costs, including hourly rates, will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per diem.

DESCRIPTION: FY-05 HOLIDAY FLAGGING
SH-55 AND BANKS/LOWMAN ROAD

REQUISITION NUMBER: C-428600

CONTRACTOR: _____

ITEM NUMBER	APPRX. QUANTITY AND UNIT	ITEM	BASE UNIT COST ----- DOLLARS. CENTS	BID AMOUNT ----- DOLLARS. CENTS
626-010A	500 SF	RENT CONST SIGN CL B	\$_____.____	\$_____.____
626-105A	12 Man-Hour	TRAF CNTL MAINTENANCE	\$_____.____	\$_____.____
630-005A	108 Man-Hour	Flagging	\$_____.____	\$_____.____

TOTAL DOLLAR AMOUNT BID \$ _____

AWARD TO BE 'ALL OR NONE'

THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS

BID RESPONSE

TO: IDAHO TRANSPORTATION BOARD
Idaho Transportation Department
Division of Highways

In compliance with your invitation for bids to be received: **April 19, 2005 @ 5:00 P.M.**, and opened on **April 20, 2005 @ 10:30 A.M.** The undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for **Holiday Flagging for Memorial Day, Independence Day, and Labor Day flagging operation on SH-55 and Banks/Lowman Road**, per the specifications contained in Requisition Number C-428600.

On the acceptance of this bid for said work the undersigned will furnish the Contract Performance and Payment Bonds each in the amount of 50% of the amount bid, with approved and sufficient surety within 15 calendar days after the contract has been received by the bidder. Contractor shall also provide a Certificate of Liability Insurance and a Certificate of Worker's Compensation Insurance.

The bidder further agrees that if awarded the contract, work will commence per authorized Holiday hours of 10:00 a.m. to 7:00 p.m., or as directed by the contract Engineer.

Accompanying this bid response is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

By signing this bid response (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date _____, 2005

Name, Address and Phone Number of
Corporation: _____

Phone Number

Idaho Public Works Contractors License Number _____

Incorporated under the laws of the State of _____

Name & Address of President _____

Name & Address of Secretary _____

Name & Address of Treasurer _____

SIGNATURE

President, Vice President, etc...

State of _____, County of _____ ss

On this _____ day of _____, in the year _____, before

me _____, personally appeared _____,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the
corporation that executed the instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

Notary Public for _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **PARTNERSHIP**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

(Name & Title, as "Partner")

Address

THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER

State of _____, County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be one
of the partners in the partnership of _____
(Partnership Name Signed to Instrument)

and the partner or one of the partners who subscribed said partnership name to the foregoing
instrument, and acknowledged to me that they executed the same in said partnership name.

Notary Public For _____

Residing at _____

My Commission Expires on:

BIDDER'S SIGNATURES REQUIRED

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date _____, 2005

Name, Address and Phone Number of Bidder:

Phone Number

Idaho Public Works Contractors License Number _____

SIGNATURE:

(Name & Title, as "Owner")

Address

(Name & Title, as "Owner")

Address

State of _____ . County of _____ ss

On this _____ day of _____, in the year _____,

before me _____, personally appeared
(Notary Public)

_____, known or identified to me to be the
person whose name is subscribed to the within instrument, and acknowledged to me that

_____ executed the same.
(he/she/they)

Notary Public For _____

Residing at _____

My Commission Expires on:

SUBCONTRACT REQUIREMENTS**PLUMBING, ELECTRICAL, HEATING & AIR-CONDITIONING WORK ONLY**

1. If the contractor intends to subcontract plumbing, heating, air-conditioning or electrical work, they must complete this form, giving the name, address, and Public Works Contractors License Number, for any and all Subcontractors who shall, in the event the Contractor secures the contract and subcontracts the plumbing, electrical, heating or air-conditioning work under the contract. Failure to complete this form as required shall render any such bid submitted by a contractor non-responsive and void.
2. Contractors not intending to subcontract any such work named in the preceding paragraph shall leave the appropriate spaces below blank or indicated by writing in the "work shall be" **none**.
3. Subcontractors named in accordance with the provisions of Paragraph 1 must possess an appropriate Idaho Public Works Contractors License issued by the State of Idaho Public Works Contractors State License Board covering the contract work classification in which the subcontractors is named.
4. The following are the names, addresses, and Public Works Contractors License Numbers, who shall do the following designated specialty, work under the prime and/or general contract should I/we be award the prime or general contract:

- a. Subcontractor for the **Plumbing** work shall be:

_____, Residing at _____
_____, Whose Idaho Public Works Contractor's
License # is _____

- b. Subcontractor for the **Electrical** work shall be:

_____, Residing at _____
_____, Whose Idaho Public Works Contractor's
License # is _____

- c. Subcontractor for the **HVAC** work shall be:

_____, Residing at _____
_____, Whose Idaho Public Works Contractor's
License # is _____

NOTE: (If Required) THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS!

SPECIAL PROVISIONS - STATE-AID

I. APPLICATION

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this

information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. **LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.